

DEPARTMENT OF THE ARMY

U.S. Army Corps of Engineers, Baltimore District  
Real Estate Division  
P. O. Box 1715  
Baltimore, Maryland 21203-1715

**INVITATION FOR BIDS, BID, AND ACCEPTANCE**

**SALE AND REMOVAL OF DREDGED MATERIAL  
LOCATED AT THE REEDY POINT SOUTH CONTAINMENT FACILITY, NEW  
CASTLE COUNTY, DELAWARE**

Sealed bids will be accepted until 2:00 p.m. on May 20, 2007 at the Baltimore District Corps of Engineers, Real Estate Division, Room 7710, City Crescent Building, 10 South Howard Street, Baltimore, Maryland 21201. The mailing address for bids sent by regular mail delivery is: U.S. Army Corps of Engineers, ATTN: Real Estate Division, Room 7710, P. O. Box 1715, Baltimore, Maryland 21203-1715. All bids will be publicly opened and announced for the purchase and removal from the site of the Government owned property described in the accompanying bid form, subject to the terms and conditions and in accordance with the instructions to bidders hereinafter contained. This invitation does not include personal property other than the dredge material itself unless specifically listed or identified herein.

**SEALED BIDS WILL BE OPENED:**  
**DATE: May 20, 2007**  
**TIME: 2:30p.m., Local Time**

LOCATION: Baltimore District, U. S. Army Corps of Engineers  
Real Estate Division, City Crescent Building  
10 South Howard Street, Room 7710  
Baltimore, Maryland 21201

The bid envelope should be marked and addressed as follows:

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RETURN ADDRESS

Department of the Army  
Baltimore District, Corps of Engineers  
P.O. Box 1715  
ATTN: CENAB-RE-C  
Baltimore, Maryland 21203-1715

Sealed Bid for the Sale of Dredge Material

TO BE OPENED:

TIME: 2:30 p.m.  
DATE: May 20, 2007

INVITATION NO. DACW-31-B-07-295  
DATED: 20 April 2007

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INVITATION NO. DACW-31-B-07-295

DATED: 20 April 2007

**The terms “successful bidder” and “contractor” are used interchangeably throughout this document, carrying the same meaning.**

The terms and conditions of the sale and instructions to bidders are as follows:

1. All bids submitted shall be deemed to have been made with full knowledge of all of the terms, conditions, and requirements contained herein. All bids will remain open for acceptance or rejection for a period of not more than ten (10) working days from the date of opening bids.

## 2. LOCATION

The dredged material for sale hereunder is located at the Government-owned disposal area of the Reedy Point South Containment Facility, New Castle County, Delaware. The disposal area location for removal of the material is indicated on the enclosed map, identified as Exhibit “A” and entitled “Reedy Point South, Borrow Area Limits,” which by this reference is attached hereto and made a part hereof.

## 3. DESCRIPTION AND QUANTITIES:

The dredged material within the borrow limits at Reedy Point South Containment Facility (hereinafter "Property") is a mixture of sand, gravel and silt. Materials may be excavated to elevation +12 feet NAVD 88 datum throughout the entire outlined area. Survey Control Sheets for use by the contractor(s) to establish the limits of excavation are available. Contractor must stay within the limits of excavation as outlined on Exhibit A. The successful bidder(s) may bid on all or any portion of the Property herewith offered for sale and removal (See Item Bid Page). Up to approximately 100,000 cubic yards of material is available. Contractor(s) must stay within the limits of excavation as outlined in Exhibit A.

The failure of any bidder to inspect, or to be fully informed, regarding the condition or location of all or any portion of the Property will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after opening. The description of the Property is believed to be sufficiently specific for the purposes of identification. The above description of the Property and the Exhibits are believed to be correct, but any error or omission in the description of the Property (including locations, where specified) or on the map shall not constitute any ground or reason for nonperformance of the provisions and conditions of this Invitation for Bids or claim by the successful bidder for any allowance, refund or deduction from the contracted Bid Price. The Property is offered for sale “as is” and “where is.” The Government does

not make any guaranty or warranty, express or implied, with respect to the Property, as to quantity, quality, character, or condition, size or kind, or that the Property is in condition or fit to be used for purpose for which intended by the successful bidder.

#### 4. CONTRACT OF SALE:

This Invitation for Bids (IFB), including all instructions, terms, and conditions set forth herein, and the bid, when accepted by the Government, shall constitute the contract of sale between the successful bidder(s) and the Government. Such agreement shall constitute the whole contract, unless modified in writing and signed by both parties. No oral statements or representations made by, for, or ostensibly on behalf of either party shall be a part of such contract. Neither this Contract, nor any interest therein, shall be transferred or assigned by the successful bidder(s).

#### 5. BID DEPOSIT:

A bid deposit equal to at least 25% of the total amount bid, in the form of a certified check, cashier's check, bank draft, traveler's check, postal or express money order made payable to USAED-BALTIMORE DISTRICT, must accompany the bid. The deposit shall apply as the first installment toward the purchase price if the bid is accepted, but will be returned if the bid is rejected.

#### 6. CONTRACT PAYMENTS:

The second installment of 25% of the total bid price shall be paid by the successful bidder(s) to the Government on or before the day on which the first 25% of the specified quantity (cubic yards) is removed under this Contract. The third installment of 25% of the total bid price shall be paid by the successful bidder(s) to the Government on or before the day which the second 25% of the specified quantity (cubic yards) is removed under this Contract. The balance of the total price shall be paid by the successful bidder(s) to the Government on or before the day on which the Contracting Officer determines that 75% of the specified quantity (cubic yards) is removed under this Contract. The specified time period shall begin from the date of Notification to Proceed by the Government and end in accordance with Paragraph 8, "Work Performance", of this Contract. Installment payments will be submitted to the Chief, Real Estate Division, Baltimore District, Corps of Engineers, P.O. Box 1715, Baltimore, Maryland 21203-1715.

#### 7. PERFORMANCE BOND:

In addition to payments required under Paragraphs 5 and 6 above, the successful bidder shall, within twenty (20) calendar days after the notice of acceptance of his bid by the Government, deliver to the Baltimore District, Corps of Engineers, Real

Estate Division, P.O. Box 1715, Baltimore, Maryland 21203-1715, performance bond with surety approved by and in a form acceptable to the Contracting Officer, the penal sum of such bond to be ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00) in order to insure faithful performance under this Contract. U.S. Standard Form 25, available at all surety and guaranteeing offices, may be used for this purpose.

#### 8. WORK PERFORMANCE:

The successful bidder(s) shall complete all removal and clean-up work required hereunder within a two (2) year period from the date of notification to proceed. The time will be computed from the date of delivery to the successful bidder(s) of the Government's authorization to proceed with removal. The parties insure hereto that the time specified herein for completion of removal and clean-up work is adequate, and includes ample allowance for delays normally encountered in this type of operation. The successful bidder(s) shall start work, after receipt of authorization to proceed, at such a time agreeable to the Contracting Officer, or his representative, and shall prosecute the work, or any separable portion thereof, with such diligence as will insure its completion within the time specified.

The successful bidder(s) shall complete at least 20% of the work within the first 25% of the specified time, at least 45% of the work within the first 50% of specified time, and at least 75% of the work within the first 75% of the specified time and all the work within the specified time. The Contractor shall be liable for default for failure to complete the required percentage of the work with 25%, 50%, or 75% of the specified time, or failure to complete all work upon the expiration of the time specified herein from completion, unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

No extensions of the time herein specified for completion of removal or clean-up work will be granted unless in the opinion of the Contracting Officer unusual and unforeseeable circumstances justify such extensions.

The successful bidder(s) shall start work, after receipt of authorization to proceed, at such a time agreeable to the Contracting Officer, or his representative, and shall prosecute the work, or any separable portion thereof, with such diligence as will insure its completion within the time specified.

## 9. DEFAULT:

In the event of any default by any bidder hereunder, all claim to and any title held in the Property for sale, or any portion of it remaining, will be forfeited and all payments made by the defaulting bidder (including bid or performance deposits or bonds) will be applied by the Government to any loss, cost and expense occasioned to the Government by default (including any loss, cost and expense in selling or otherwise disposing of the Property in such manner, whether economic or not, as time limitations may allow). The defaulting bidder is liable for the full amount of damages sustained by the Government because of his default; such liability is not limited to the amount of the aforesaid payment. If the obligations of the successful bidder(s) under this Contract are discharged to the complete satisfaction of the Contracting Officer any performance deposit required hereunder will be promptly returned without interest. In the absence of default, the deposits of unsuccessful bidders will be returned, without interest, as promptly as possible after rejection of the bids

Should the contractor(s) fail to comply with any of the provisions of this contract, the Government may, after giving the contractor(s) a reasonable opportunity to remedy such deficiency, terminate this contract for default.

## 10. INSPECTION:

The work will be conducted under the general direction of the Contracting Officer, and is subject to inspection by his inspectors and representatives to insure compliance with the terms of this Contract. Mr. Thomas Groff, Disposal Area Manager, Philadelphia District, (215) 656-6738, will act as the representative of the Contracting Officer in making inspections.

## 11. TITLE AND RISK OF LOSS:

Title to the Property shall vest in the successful bidder on the date that he receives, by certified mail from the Government, notification of its acceptance of his bid. Prior to receipt of notification of acceptance by the successful bidder, the Government will be responsible for the care and protection of the Property and any loss, damage or destruction occurring during such period will be adjusted by the Government. After receipt of said notice of acceptance and prior to receipt by the successful bidder of notice to proceed, the Government shall be responsible for only the exercise of reasonable care for the protection of the Property. After notice to proceed with removal of the Property is received by the successful bidder, all risk of loss, damage or destruction from any cause whatsoever shall be borne by the successful bidder.

## 12. SPECIAL SALE TERMS AND CONDITIONS:

All items listed in the below section that are required to be submitted to the Government for review and/or approval shall be submitted to Operations Division, Philadelphia District, Corps of Engineers, at the following address:

USACE, Philadelphia  
ATTN: CENAP-OP (Reedy Point South DACW-\_\_\_\_\_ \*\*)  
Wanamaker Building  
100 Penn Square East  
Philadelphia, PA 19107-3390.

\*\*Contract number will be provided upon award.

a. The successful bidder(s) shall be permitted to remove all portions of the Property awarded to him (them) from the site as directed by the Contracting Officer and only in the location(s) identified by the Contracting Officer.

b. All clearing, grubbing, and cover material, i.e. brush, trees, weeds, phragmites, dirt, etc, occurring on top of the Property disturbed by the successful bidder(s) in order to excavate material herein for sale shall be removed by the successful bidder(s) from the Government-owned facility and hauled to an off-site dump location approved for such materials. No disposal of cover material will be permitted on any areas within the containment facility or on any Government-owned or controlled land adjacent to or contained within the facility.

c. The successful bidder(s) shall be responsible for regrading, leveling, and repairing any and all Government-owned or controlled roadways, rights-of-way, structures (i.e., levees, dikes, dams, embankments, etc.), or drainage networks that may be damaged in any way. All damaged facilities/structures will be restored to their previous condition or to a condition satisfactory to the Government Representative.

d. The successful bidder(s) will not be allowed to wash or de-water any of the Property purchased by him (them) on the containment facility or on any other Government-owned or controlled facility within the area.

e. The successful bidder(s) will be required to obtain any and all additional permits, approvals, licenses, or similar documentation as may be required and applicable for federal, state or local agencies as they pertain to dredged material removal, deposition, quality and cleanliness. It will be the direct responsibility of the successful bidder(s) to be in compliance with the laws of the state in which the containment facility is situated.

f. The possession of this fully executed Contract of sale for Government-owned Property does not in any way relieve the successful bidder(s) of complying with all federal, state, or local laws and ordinances as they may apply. It will be the direct responsibility of the successful bidder(s) to be in compliance with the laws of the State in which the containment facility is located.

g. The Property offered herewith for sale is not known to contain any form of hazardous substances or pollutants.

h. Prior to commencement of work the successful bidder(s) shall submit an excavation work plan to the Government Representative for approval.

i. The successful bidder shall be permitted to remove material within boundaries shown on attached Exhibit A. No removal shall be made outside of that area. Removal, as stated within this contract, is defined as the actual transportation, movement and/or shipment of the dredged material off the Government site. Extraction and digging of material from the earth and movement to another part of the Government site will not in any way constitute removal within the meaning of this Contract.

j. The successful bidder(s) shall be permitted to excavate and remove material from 7:30 a.m. to 4:00 p.m., Monday through Friday, except National Holidays.

k. The successful bidder(s) must install and maintain a sufficient number of survey stakes or posts with elevation cut marks to allow Government Representatives to easily check excavation depths with a hand level and folding 6-foot rule.

l. The successful bidder(s) shall take cross sections of the area before and after his/their excavation in order to compute the quantity of Property removed. A copy of the cross sections, field notes and computations will be furnished to the Government for verification. The successful bidder(s) will be responsible for dressing the area before final cross sections are taken. "Before" cross-sections shall be furnished to the Government prior to the removal of any Property.

m. The areas shall be excavated in a manner that will afford adequate drainage. Abrupt changes of grade shall be avoided. The successful bidder(s) shall provide drainage from the excavation area to preclude any ponding of water. Drainage ditches through materials within the excavation limits to the sluice are permitted. No drainage ditches through the dikes will be permitted. Such drainage work must be approved by Operations Division, Philadelphia District, prior to its performance.

n. The successful bidder(s) will be responsible for providing and maintaining access to the site.



o. The successful bidder(s) will be responsible for protecting his work area and equipment from flooding, which may be caused by Government operations. The successful bidder's use of the area shall not interfere in any way with the Government's use. It may be necessary to temporarily suspend the successful bidder's right to use the area during times when the Government is utilizing the site. No claims may be made for flooding or for Government-required suspensions .

p. No Property will be removed or other excavations made outside the approved area, except for the ditching required for drainage to the existing sluice. The Government Representative must approve the ditching plan prior to any work.

q. The successful bidder(s) shall perform work in a safe and orderly fashion and in accordance with the requirements of this IFB and subsequent contract.

r. Any damages to the disposal area and to the existing banks/dikes caused by the successful bidder(s)' operations must be restored, interfering access roads removed and the area returned to an acceptable condition prior to completion of this contract.

s. Mr. Thomas Groff, Operations Division, must be notified at (215) 656-6738 at least 72 hours in advance of dates when material will be removed. If removal operations are discontinued, 72 hours notice must be given for resumption of work.

### 13. SECURITY REGULATIONS:

The successful bidder, his agents, employees, and subcontractors shall comply with all security regulations of the project. Before commencing operations hereunder, the successful bidder shall report to Mr. Tom Groff, Project Manager, Operations Division, at 215-656-6738, for such regulations and special instructions as may be applicable to his operations on the project.

### 14. INSURANCE/LIABILITIES FOR DAMAGES:

#### 1) Insurance-Work on a Government Installation (Jan 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

The contractor(s) shall procure and maintain during the entire period of this performance under the contract the following minimum insurance:

#### COVERAGE FOR GOVERNMENT INSTALLATION

<u>Type</u>	<u>Amount</u>
Comprehensive General Liability Bodily injury or death	\$500,000 per occurrence
Motor Vehicle Liability (for each motor vehicle): Bodily injury or death	\$200,000 per person \$500,000 per occurrence
Property Damage:	\$ 20,000 per occurrence
Workers' Compensation and Employer's Liability:	\$100,000 per person

#### Workers' Compensation and Employer's Liability:

Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so comingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or

monopolistic funds that do not permit workers' compensation to be written by private carriers.

Prior to the commencement of work hereunder, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

The Contractor agrees to insert the substance of this clause, including this paragraph, in all subcontracts hereunder.

2) Any property of the United States damaged or destroyed by the successful bidder will be promptly repaired or replaced by the successful bidder to satisfaction of the Contracting Officer or, in lieu of such repair or replacement, the successful bidder will, if so required by the Contracting Officer, pay to the United States an amount determined by the Contracting Officer to be sufficient to compensate for the loss sustained by the United States.

#### 15. TERMINATION OR SUSPENSION OF CONTRACT:

The Government may terminate or suspend this Contract of sale, in accordance with this clause, in whole or from time-to-time in part, by giving one hundred and twenty (120) days written notice to the successful bidder, whenever the Contracting Officer has been notified that such termination or suspension has been determined by the Secretary of the Army that termination of the contract is necessary in the interest of national defense. One hundred and twenty (120) days' notice will not be required in the event there is a future declaration of national emergency by the President or the Congress of the United States. Any such determination shall be effected by delivery to the successful bidder of a "Notice of Termination" or "Notice of Suspension" specifying the extent to which such termination or suspension becomes effective.

#### 16. TELEPHONE LINES, POWER LINES, PIPE LINES AND FENCES:

All telephone lines, power lines, and fences located within or immediately outside the exterior boundaries of the sale areas shall be protected so far as possible and, if damaged, shall be repaired immediately by the successful bidder. If the successful bidder's operations require the relocation of such telephone lines, power lines, pipe lines or fences, the successful bidder agrees to accomplish such relocation. All work required by this paragraph shall be without expense to the Government.

#### 17. NOTICE OF ACCEPTANCE:

Notice of acceptance or rejection of bids, notice of authority to proceed with removal of the Property and any other notice hereunder shall be deemed to have been sufficiently given when delivered or mailed to the bidder or his duly authorized representative, at the address indicated in the bid.

#### 18. ACCIDENT PREVENTION:

a. The successful bidder shall take such action as may be judged reasonable and necessary for the protection of his employees while engaged in operations within the boundaries of the Government property. This will specifically include adopting recognized safe practices, supplying and maintaining equipment in safe operating condition, proper guarding of all hazardous equipment and compliance with all pertinent safety regulations. The successful bidder shall adhere to and be bound by the terms, requirements, and penalties of the Occupational Safety and Health Act of 1970 (Public Law 91-596, 84 Stat 1590). Even though the said Act exempts the successful bidder, he shall be bound and shall comply.

b. Compliance with the provisions of this Section by subcontractors will be the responsibility of the successful bidder.

#### 19. NON-DISCRIMINATION:

(The following clause is applicable unless this Contract is exempt under the rules and regulations of the President's Committee on Equal Employment Opportunity (41 CFR, Chapter 60). Exemptions include contracts and subcontracts (1) not exceeding \$100,000, (2) not exceeding \$100,000 for standard commercial supplies or raw materials, and (3) under which work is performed outside the United States and no recruitment or workers within the United States are involved).

During the performance of this Contract, the successful bidder agrees as follows:

a. The successful bidder will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The successful bidder will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include but not be limited to the following:

Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The successful bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause.

b. The successful bidder will, in all solicitations or advertisements for employees placed by or on behalf of the successful bidder, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color or national origin.

c. The successful bidder will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising the said labor union or workers' representative of the successful bidder's commitments under this non-discrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The successful bidder will comply with all provisions of Executive Order No. 10925 of 6 March 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

e. The successful bidder will furnish all information and reports required by Executive Order No. 10925 of 6 March 1961, as amended, and by the rules, regulations, and order of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Officer and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the successful bidder's noncompliance with the nondiscrimination clause of this Contract or with any of the said rules regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the successful bidder may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 10925, of 6 March 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rules, regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

g. The successful bidder will include the provisions of subsections a. through g. in every subcontract or purchase order unless exempted by rules, regulations or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 10925, of 6 March 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor.

The successful bidder will take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided however, that in the event the successful bidder becomes involved in or is threatened with litigations with a subcontractor or vendor as a result of such direction by the Contracting Officer, the successful bidder may request the United States to enter into such litigation to protect the interests of the United States.

Unless otherwise provided, the Equal Opportunity Clause is not required to be inserted in subcontracts below the second tier except for subcontractors involving the performance of "construction work" at the "site of construction" (as those terms are deemed in the Committee's rules and regulations) in which case the clause must be inserted in all such subcontracts. Subcontracts may incorporate by reference the Equal Opportunity Clause. NOTE: EQUAL OPPORTUNITY. The clause is amended by deleting reference to the President's Committee on Equal Employment Opportunity, Executive Order 10925 of 6 March 1961, as amended, and substituting therefore the Secretary of Labor, Executive Order 11246 of 24 September 1965, and Section 204 of Executive Order 11246 of 24 September 1965, respectively.

The following additional footnote is added to the clause:

"In accordance with regulations of the Secretary of Labor, the rules regulations, orders, instructions, designations, and other directives issued by the President's Committee on Equal Employment Opportunity and those issued by the heads of various departments or agencies under or pursuant to any of the Executive Orders superseded by Executive Order 11246 shall, to the extent that they are not inconsistent with Executive Order 11246, remain in full force and effect unless and until revoked or superseded by appropriate authority. References in such directives to provisions of the superseded orders shall be deemed to the references to the comparable provisions of Executive Order 11246."

## 20. BIDS:

The right is reserved, as the interest of the Government may require, to withdraw any and all items from the sale; to reject any or all bids; and to waive any defect or informality in bids received.

## 21. COVENANT AGAINST CONTINGENT FEES:

The successful bidder warrants that he has not employed any person or agency to solicit or secure this Contract upon agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the rights to annul this contract without liability, or at its option, to recover from the

successful bidder the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth.

The warrant shall not apply to commissions payable by the successful bidder upon a contract secured or made through bona fide established commercial agencies maintained by the successful bidder for the purposes of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

## 22. SPECIAL INSTRUCTION TO THE BIDDER - IMPORTANT

ATTENTION IS INVITED TO THE FACT THAT THE INTERSTATE COMMERCE ACT MAKES IT UNLAWFUL FOR ANYONE OTHER THAN THOSE DULY LICENSED UNDER THE ACT TO TRANSPORT THE PROPERTY OFFERED FOR SALE IN INTERSTATE COMMERCE FOR HIRE. ANYONE AIDING OR ABETTING IN SUCH VIOLATION IS A PRINCIPAL IN COMMITTING THE OFFENSE (49 U.S.C 301-327 AND U.S.C. 2).

## 23. SUBMISSION OF BIDS:

a. It will be the duty of each bidder to see that his bid is delivered by the time and at the place prescribed in this Invitation. Bids received prior to the time of opening will be securely kept, unopened. The person whose duty it is open them will decide when the specified time has arrived and no bid or modification or withdrawal of a bid received thereafter will be considered except that those received before award is made, but delayed in the mail by occurrences beyond the control of the bidder(s), may be considered if written certification is furnished by authorized postal authorities to that effect. No responsibility will attach for the premature openings of a bid not properly addressed or identified. All modifications of bids or withdrawals of bids must be in writing. Telegraphic bids will not be considered, but modifications or withdrawals of bids already submitted by telegraph will be considered if received prior to the time set for opening bids. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

b. All bids submitted shall be deemed to have been made with full knowledge of all the terms, conditions, and requirements herein contained.

c. Each bidder shall furnish with his bid a statement as to whether he is now, or ever has been engaged in any work similar to that to be performed under this Contract, the year or years in which such work was performed and manner of its execution, and giving such other information as will tend to show the bidder's ability to execute the required work.

d. A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by four authenticated copies of his Power of Attorney or other evidence of his authority to act on behalf of the bidder. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed.

If the bid is signed by the Secretary of the Corporation, the Certificate of Corporate Bidder must be executed by some other officer of the corporation, under the corporate seal. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the Secretary or Assistant Secretary, under the Corporate Seal, to be true copies.

e. At the time fixed for opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested, who may be present, either in person or by representative; provided however, that any information submitted in support thereof, the disclosure of which might tend to subject the person submitting it to a competitive business disadvantage, will upon request be held in strict confidence by the United States.

f. Information as to the meaning of the provisions of this Invitation for Bids should be obtained from Mrs. Angie Blizzard, Baltimore District, Telephone No. (410) 962-4649.

g. **Sealed bids may be mailed to the Chief, Real Estate Division, Baltimore District, Corps of Engineers, P.O. Box 1715, ATTN: CENAB-RE-C, Baltimore, Maryland 21203-1715, and should arrive no later than 2:00 p.m., May 20, 2007.** Bids will be opened and publicly announced at the Baltimore District Corps of Engineers, Real Estate Division, City Crescent Building, 10 South Howard Street, Room 7710, Baltimore, Maryland 21201. In lieu of mailing, bidders may hand carry their bids or have them delivered to the Baltimore District by special messenger. **All bids delivered either in person or by messenger must be presented to the opening official prior to the scheduled bid opening time. Any bids presented after the scheduled opening time will not be considered.**

h. **The invitation number and bid opening time must be plainly marked on the left side of the sealed envelope in which bids are submitted as indicated on page 2 of this invitation.**



**BID  
FOR SALE OF DREDGED MATERIAL  
LOCATED AT REEDY POINT SOUTH CONTAINMENT FACILITY, NEW CASTLE  
COUNTY, DELAWARE**

TO: Chief, Real Estate Division  
Baltimore District, Corps of Engineers  
P.O. Box 1715  
Baltimore, Maryland 21203-1715

The undersigned \_\_\_\_\_,

(1) a corporation existing under the laws of the State of \_\_\_\_\_,

(2) or a partnership consisting of \_\_\_\_\_,  
(NAMES OF PARTNERS)

\_\_\_\_\_  
(3) or an individual trading as \_\_\_\_\_

\_\_\_\_\_  
(ADDRESS AND TELEPHONE NUMBER)

in accordance with Invitation for Bid No. DACW-31-B-07-295 (RE), dated April 20, 2007, \_\_\_\_\_ hereby offers to purchase from the United States of America, subject to the terms and conditions and in accordance with the instructions to bidders contained in this Invitation for Bids No. DACW-31-B-07-295 (RE) attached hereto and made a part hereof, any or all of the items described below for which bid prices are indicated, in consideration of the price for each such item:

**Reedy Point South Containment Facility**

\_\_\_\_\_ Cubic Yards times \$ \_\_\_\_\_ = \$ \_\_\_\_\_

## EXECUTION BY BIDDER

Enclosed is a certified check, cashier's check, bank draft, traveler's check, or postal or express money order payable to the order of USAED, Baltimore District in the amount of \_\_\_\_\_ (\$\_\_\_\_\_).

(Personal checks are not accepted - see Condition 5).

Signature \_\_\_\_\_

Address \_\_\_\_\_

City & State \_\_\_\_\_

Phone No. \_\_\_\_\_

## ACCEPTANCE BY THE GOVERNMENT

Accepted by and on behalf of the United States this \_\_\_\_\_ day of \_\_\_\_\_,

2007, as to Invitation for Bids DACW-31-B-07-295 (RE).

\_\_\_\_\_

CERTIFICATE OF CORPORATE BIDDER

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
of the corporation named as bidder herein; that \_\_\_\_\_  
signed this bid on behalf of the bidder, was then \_\_\_\_\_  
of said corporation; that said bid was duly signed for in behalf of said corporation by  
authority of its governing body and is within the scope of its corporate powers.

AFFIX \_\_\_\_\_

SEAL \_\_\_\_\_

